

**PUBLIC NOTICE**  
**'REVISED' AGENDA**  
**PROFESSIONAL SERVICES EVALUATION COMMITTEE MEETING**  
 Thursday, December 10, 2020, 10:00 a.m.

**Join Zoom Meeting**

Meeting ID: 825 8952 5551  
 Passcode: 673292

One tap mobile  
 +16465588656,,82589525551#,,,,,0#,,673292# US (New York)  
 +13017158592,,82589525551#,,,,,0#,,673292# US (Washington D.C)

Dial by your location  
 +1 646 558 8656 US (New York)  
 +1 312 626 6799 US (Chicago)

Meeting ID: 825 8952 5551  
 Passcode: 673292  
**Meeting ID: 825 8952 5551**

Committee Members: Gregory Pease, Chairman  
 Randall Barnes, Treasury  
 David Migul, OGC

Subcommittee Members	ITEM #	TITLE & ACTION	MOTION	CONTRA EXP	OUTCOME
Erika McManus Bradley Elias	P-34-20	Contract Amendment No. 1 Diagnostic Testing Services Jacksonville Fire & Rescue Department	That Contract No. 70450-20 between the City of Jacksonville and Siemens Medical Solutions USA, Inc. for Diagnostic Testing Services be amended to incorporate the attached revised Section 3 Amended General Terms and Conditions of the Agreement identified as Exhibit A-1. All other terms and conditions shall remain the same.		
Bill Joyce Ray Albury	P-31-20	Introduce & Review Scope Professional Architectural Services for the Oceanway/New Berlin Library Department of Public Works/Engineering & Construction Management Division	That the committee approves the Scope of Services/Request for Proposal (RFP) as presented with such minor changes thereto as may be approved by the Chief Procurement Officer and the Office of General Counsel appropriate to clarify the intent of the using agency and to ensure compliance with the city's ordinances, Procurement policies and procedures and applicable federal and state laws.		
April Mitchell Keith Powers	P-49-20	Introduce & Review Scope Disaster Recovery Jacksonville Fire & Rescue Department/Emergency Management Division	That the committee approves the Scope of Services/Request for Proposal (RFP) as presented with such minor changes thereto as may be approved by the Chief Procurement Officer and the Office of General Counsel appropriate to clarify the intent of the using agency and to ensure compliance with the city's ordinances, Procurement policies and procedures and applicable federal and state laws.		
Wanda Verdejo Bibinia Centeno	P-43-18	Contract Amendment No. 7 Casualty Insurance Broker Services Division of Insurance and Risk Management	That Contract No. 9269-08 between the City of Jacksonville and Brown & Brown of Florida, Inc., for Contract Casualty Insurance Broker Services, for the placement, binding and ratification of the purchase of various casualty insurance policies for the City of Jacksonville be amended to increase the maximum indebtedness by \$48,326.00 to a new not-to-exceed total maximum of \$6,105,993.00. All other terms		

			and conditions shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's Ordinances, Procurement policies and procedures, and applicable federal and state laws.		
Wanda Verdejo Bibinia Centeno	P-47-15	Contract Amendment No. 4 Insurance Broker Services Division of Insurance and Risk Management	That Contract No. 8518-04 between the City of Jacksonville and Arthur J. Gallagher Risk Management Services, Inc., for Aviation Insurance Broker Services is amended to increase the maximum indebtedness by \$1,085.00 to a new not-to-exceed total maximum indebtedness of \$564,259.00. All other terms and conditions, as previously amended shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws.		
Wanda Verdejo Bibinia Centeno	P-58-15	Contract Amendment No. 5 DCSB Master Casualty Consultant Division of Insurance and Risk Management	That Contract No. 9429-02 between the City of Jacksonville and E.W. Silver & Associates d/b/a Silver Insurance Consultants Management, for Master Casualty Consulting/Employee Benefits and Auditing Services, is amended to: (i) ratify the contract from October 1, 2020 to the effective date of renewal and extend the period of service to September 30, 2021; and (ii) increase the maximum indebtedness by \$65,000.0 to a not-to-exceed amount of \$335,000.00. All other terms and conditions, as previously amended, shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws.		
Jordan Elsbury Marlene Russell	P-44-20	Subcommittee Report State Government Relations Consultant Office of the Mayor	It is the consensus of the committee that the two(2) firms responding to the Request for Proposal(RFP) were found to be responsive, interested and qualified and available to provide the services requested in the RFP. The ranking of first and second designates the order of qualification of these companies to perform the required services and alphabetically they are: <ol style="list-style-type: none"> <li>1. Ballard Partners</li> <li>2. The Florentino Group</li> </ol> We recommend the above list is forwarded to the Mayor for final selection so that fee and contract negotiations may begin with Ballard Partners, the number one ranked firm.		
MEETING ADJOURNED					





## OFFICE OF THE DIRECTOR

December 03, 2020

### MEMORANDUM

**TO:** Greg W. Pease, Chief of Procurement Division

**FROM:** Gail McCormick, JFRD Chief of Training

**RE:** RFP RE-70450-20- Siemens- COJ Contract

*P-34-20*

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The Jacksonville Fire Rescue Department (JFRD) has negotiated with Siemens Medical Solutions USA, Inc. who was awarded the Request for Proposal to provide Diagnostic Testing Services.

Accordingly, we are requesting permission to have the negotiated terms and conditions which were recently amended approved so that we may now enter into the Contract. All other terms and conditions of the Contract are per the City's standard contract language and as provided in the Request for Proposals. Please see Exhibit A, Section 3.

Attachments: Exhibit A

CC: Alex Baker, PSEC Specialist

Exhibit "A"-/

Section 3  
Amended General Terms and Conditions of Agreement

Contents

- 3.1 Provision of Services
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- 3.7 Use of Subcontractors; Flow-Down Provisions
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- 3.32 Restrictions on the Use or Disclosure of Buyer's Information
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- 3.34 Assignment
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- 3.37 Equal Employment Opportunity
- 3.38 Other Non-Discrimination Provisions
- 3.39 Prompt Payment to Subcontractors and Suppliers
- 3.40 Conflicts of Interest
- 3.41 Contingent Fees Prohibited
- 3.42 Truth in Negotiation Certificate
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- 3.44 Cooperative Purchasing
- 3.45 Warranty of Ability to Perform

- 3.46 Warranty of Authority to Sign Contract**
- 3.47 Governing State Law/Severability/Venue/Waiver of Jury Trial**
- 3.48 Construction**
- 3.49 Office of Inspector General**
- 3.50 Ethics Provisions for Vendors/Suppliers**

**3.1. Provision of Services.** Contractor shall provide Buyer the Services.

**3.2. Relationship of the Parties.** In performance of the Services, Contractor shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or associate of Buyer. Except as otherwise provided in the Contract, Contractor shall be solely responsible for the labor, supplies, materials, means, methods, techniques, sequences and procedures utilized to perform the Services in accordance with the Contract. This Contract shall not limit Contractor or Buyer's ability to enter into like agreements for the same or similar services as are provided under the Contract.

**3.3. Buyer's Right to Make Changes.** On the express written agreement of the Contractor, Buyer may require, by written order, changes altering, adding to, or deducting from the Services ("Changes"), provided that such Changes are within the general scope of the Contract. Buyer will make an equitable adjustment in the Contract price or delivery date if the Change materially affects the cost or time of performance. Such equitable adjustments require the written consent of Contractor, which shall not be unreasonably withheld. The Parties will cooperate with each other in good faith in discussing the scope and nature of the Change, the availability of Contractor personnel, the expertise and resources to provide such Change, and the time period in which such Change will be implemented.

**3.4. Service Warranties.** THIS IS A SERVICES ENGAGEMENT. ALL SERVICES SHALL BE PROVIDED IN A GOOD AND WORKMAN-LIKE MANNER BY TECHNOLOGISTS AND RADIOLOGISTS APPROPRIATELY QUALIFIED TO PROVIDE SUCH SERVICES AND TO A STANDARD OF QUALITY AND CARE CONSISTENT TO THAT REASONABLY EXPECTED OF LIKE TECHNOLOGISTS AND RADIOLOGISTS PERFORMING SERVICES. CONTRACTOR DISCLAIMS ALL FURTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**3.5. Buyer Will Assist Contractor.** At Contractor's request, Buyer will provide reasonable assistance and cooperation to Contractor, including the supply of any data and information necessary for Contractor to provide the Services. Buyer will also designate a Contract Manager who will, on behalf of Buyer, work with Contractor and administer the Contract in accordance with its terms.

**3.6. Location Requirements for Services.** Buyer and Contractor agrees that the Scans will be performed within Duval County, Florida, and that the other Services may not be physically performed within the County.

**3.7. Use of Subcontractors; Flow-Down Provisions.** Except to the extent the use of subcontractors is disclosed in the Response or consented to in writing by Buyer, Contractor shall not be allowed to subcontract or assign any of its duties and obligations hereunder without the written consent of the Buyer, which shall not be unreasonably withheld or delayed. Buyer consents to Contractor subcontracting the Services, including without limitation the use of Technologists, Radiologists and PACs storage services. In all cases, Contractor will be responsible for the acts or omissions of its subcontractors. Contractor will ensure that all relevant contractual obligations will flow down to the subcontractors and will be incorporated into the subcontracts (including the obligations relating to insurance, indemnification, delays, intellectual property rights, public records, non-discrimination, audits, security, location of services, termination, transition assistance, warranties, and the manner in which the Services are to be performed).

**3.8. Meetings and Reports.** Contractor must attend all meetings and public hearings relative to the Services where its presence is determined to be necessary and requested by Buyer and Contractor can reasonably schedule its appearance. Unless otherwise agreed, Contractor shall provide a monthly report summarizing Contractor's performance. Contractor shall provide other periodic reports respecting the Services as Buyer reasonably requests.

3.9. Ownership of Works- Intentionally Deleted.

3.10. Intellectual Property.

(a) Ownership of Deliverables. As between Buyer and Contractor, Contractor retains all right, title and interest, including all intellectual property rights, in the deliverables and other work product and derivative works thereof provided to Buyer under the Contract.

(b) Third Party Products. Buyer acknowledges that Contractor is not the manufacturer or owner of any third party products or software that is provided hereunder to enable or assist Buyer in utilizing the Services ("Third Party Materials"). Contractor does not control and is not responsible for any Third Party Materials. Buyer is solely responsible for complying with the terms of access and use of Third Party Materials. All Third Party Materials that Contractor makes accessible is provided on an "AS-IS" and "AS AVAILABLE" basis without any warranty of any kind. Buyer acknowledges and agrees that Contractor is not responsible for, and have no obligation to control, monitor, or correct, Third Party Materials. Buyer's access to and use of any Third Party Materials under this Section 3.10 shall be subject to, and shall be governed by, the Contract and any applicable End User Terms, as defined in Exhibit C. Buyer shall ensure that each Authorized User strictly complies with all licenses and limitations applicable to the Software. **CONTRACTOR MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, COURSE OF DEALING, TRADE USAGE OR PRACTICE, MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE THIRD PARTY MATERIALS (IN WHOLE OR IN PART).**

(c) License Granted to Buyer. Contractor grants to Buyer and its employees, officers, directors, and agents a limited, royalty-free, worldwide, non-exclusive, non-transferable sublicense to the Software during the term of the Contract, solely as required for Buyer to use or access the Services and in accordance with any Software documentation provided to Buyer by Contractor. All rights in and to the Software not expressly granted to Buyer are reserved by Contractor.

(d) License Granted to Contractor. Buyer grants to Contractor and its employees, contractors, officers, directors, agents, licensors and subcontractors a limited, royalty-free, perpetual, worldwide right and license to access, collect, analyze and use the Content collected, received, processed or maintained by or on behalf of Buyer through or in connection with the Services or otherwise in connection with the Contract, to improve and enhance the Contractor's products and services, for other improvement, diagnostic and corrective purposes, and otherwise in connection with its internal business (which, for the avoidance of doubt, includes use in connection with Contractor' development, marketing, offering for sale and sale of products and services).

(e) Limitations. Buyer will not: (a) permit any person to access or use the Software, other than Buyer's authorized users; (b) modify, adapt, alter, or translate the Software, except as expressly allowed herein; (c) sublicense, lease, rent, loan, distribute, or otherwise transfer the Software to any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Software; (e) use or copy the Software except as expressly allowed under this Section 3.10; or (f) disclose or transmit any data (other than Content as described in Exhibit C to the Contract) to any individual other than Buyer's authorized users, except as expressly allowed in the Contract.

3.11. Software Development Processes and Standards. - Intentionally Deleted

- 3.12. **Limitation of Warranty for Buyer Furnished Software.** - *Intentionally Deleted*
- 3.13. **Loss of Data.** Subject to the limitation of liability, if any Buyer data or record is lost or corrupted due to the negligence of Contractor or any of its subcontractors or agents, Contractor shall be responsible to the extent feasible using commercially reasonable efforts for correcting and recreating all production, test, acceptance and training files or databases affected which are used in the provision of services, at no additional cost to the Customer in the manner and on the schedule set by Buyer. This remedy shall be in addition to any other remedy Buyer may be entitled to by law or the Contract.
- 3.14. **Purchase Orders.** If the Contract requires a Service to be ordered by Buyer via purchase order, Contractor shall not deliver or furnish the Service until a Buyer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by Buyer directly with Contractor, and shall be deemed to incorporate by reference the Contract. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to Buyer.
- 3.15. **Best Pricing for Comparable Services to Other Government Entities.** Compensation for the Services shall be as set forth in the Contract. During the Contract term, if Contractor offers better pricing to other government entities for substantially the same or a smaller quantity of Services upon the same or similar terms of the Contract ("Better Pricing"), then the price under the Contract shall be immediately reduced to the better price. Buyer may require Contractor to certify on an annual basis that Better Pricing (as defined above) does not exist.
- 3.16. **Invoicing and Payment.**
- (a) Unless otherwise specified in the RFP, payment to Contractor for Services shall be made on a monthly basis for the Services provided by Contractor for the preceding month. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. Buyer may require any other information from Contractor that Buyer deems necessary to verify its obligation to pay under the Contract. Payments will be made to Contractor approximately forty-five (45) days after receipt and acceptance of a proper invoice. Buyer does not pay service charges, interest or late fees unless required by law.
- (b) To the extent Contractor's fees include reimbursement for travel or travel-related expenses, such travel and travel-related expenses shall be subject to and governed by the provisions and limitations of Chapter 106, Part 7, Jacksonville Ordinance Code.
- (c) Buyer's obligations to make payment are contingent upon availability of lawfully appropriated funds for the Services.
- (d) Buyer and Contractor acknowledge and agree that any compensation set forth herein represents the fair market value of the services negotiated in an arms'-length transaction, and has not been determined in a manner which takes into account the volume or value of referrals or business, if any, that may otherwise be generated between Contractor and Buyer. Nothing contained in the Contract will be construed in any manner as an obligation or inducement for Buyer to purchase, use, order, or recommend any products manufactured or distributed by, or tests or services provided by Contractor or its affiliates.
- 3.17. **Taxes.** Buyer is generally exempt from any taxes imposed by the State of Florida or the Federal Government. Exemption certificates will be provided upon request. Contractor shall not include any state, local and federal taxes in any prices quoted to Buyer.
- 3.18. **Right of Setoff.** Buyer may, in addition to other remedies available at law or equity and upon notice to

Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted in good faith by Buyer (or any other local government entity or authority located in Duval County, Florida) against Contractor.

**3.19. Retention of Records / Audits.**

(a) Contractor must establish and maintain books, records, contracts, sub-contracts, papers, financial records, supporting documents, statistical records and all other documents pertaining to the Contract (collectively, the "Records"), in whatsoever form or format (including electronic storage media) is reasonable, safe and sufficient.

(b) Contractor must retain all Records for a minimum period of three (3) years after the final payment is made under the Contract. If an audit has been initiated and audit findings have not been resolved at the end of the three (3) year period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Contract, at no additional cost to Buyer. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

(c) At all reasonable times for as long as the Records are maintained, Contractor must allow persons duly authorized by Buyer (including Buyer's auditor and inspector general offices), and to have full access to and the right to examine, copy or audit any of the Records, regardless of the form in which kept. Contractor will not charge Buyer for any setup, supervision or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to Contractor, and Buyer shall be permitted to bring its photocopying equipment if Buyer so desires.

(d) Consultant must comply with and cooperate in any audits or reports requested by Buyer and must ensure that all related party transactions are disclosed to the auditor.

(e) Consultant must permit Buyer to interview any of Consultant's employees, subcontractors and subcontractor employees to assure Buyer of the satisfactory performance of the terms and conditions of the Contract. Unless the parties agree otherwise or Buyer is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work. Contractor will not charge Buyer for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year.

(f) Following any audit or review, if performance of Consultant's, in the opinion of Buyer, deficient, Buyer will deliver to Contractor a written report of the deficiencies and request for development by Contractor of a corrective action plan. Contractor hereby agrees to prepare and submit, to Buyer, said corrective plan within ten (10) days of receiving Buyer's written report. Thereafter, Contractor must correct all deficiencies in the corrective action plan within a reasonable time after Buyer's receipt of the corrective action plan.

(g) All reports and other information provided by Contractor pursuant to this Section shall be submitted under penalties of perjury, under Section 837.06, Florida Statutes.

(h) Contractor must include the aforementioned audit, inspection, investigation and recordkeeping requirements in all subcontracts and Contract assignments.

(i) Contractor agrees to reimburse Buyer for the reasonable costs of investigation incurred by Buyer for audits, inspections and investigations that uncover a material violation of the Contract. Such costs shall include the salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not uncover a material violation of the Contract.

3.20. **Indemnification.** Attachment 'F'

3.21. **Insurance** Attachment 'G'

3.22. **Buyer's Right to Suspend Work.** Buyer may in its sole discretion suspend any or all activities under the Contract by providing a written notice to Contractor at least five (5) days in advance that outlines the particulars of suspension. Within ninety (90) days of providing such notice, or within any longer period agreed to by Contractor, Buyer shall either (1) authorize the resumption of work, at which time activity shall resume, or (2) terminate the Contract in accordance with the applicable termination provisions. Suspension of work shall not entitle Contractor to any additional compensation. The parties will reasonably amend any schedules relating to performance of the Services to reflect the suspension of work hereunder. Contractor shall not be entitled to receive compensation for any work it performs after being excused from providing it hereunder.

3.23. **Buyer's Right to Terminate for Convenience.** Buyer reserves the right to terminate the Contract at any time and for any reason by giving written notice to Contractor. If the Contract is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Services actually performed to the date of termination. The parties understand and agree that Contractor shall not have a reciprocal right to terminate the Contract for convenience; it being understood that Buyer's payment for Services forms the consideration for Contractor not having this right. In the event of Buyer's termination of the Contract, Buyer (in its sole discretion) may also require Contractor to provide the Transition Services as set forth in Section 3.27 below.

3.24. **Buyer's Remedies Upon Contractor Default.** Any one or more of the following events, if not cured within twenty-one (21) days after Contractor's receipt of written notice thereof, shall constitute an "Event of Default" on the part of Contractor: (1) Contractor fails to perform the Services within the time specified in the Contract or any extension, (2) Contractor fails to maintain adequate progress, thus endangering performance of the Contract, (3) Contractor fails to comply with any other material term of the Contract, or (4) Contractor fails to abide by any statutory, regulatory, or licensing requirement. Buyer may extend the -21-day cure period in its discretion.

In addition, the following shall constitute an immediate Event of Default with no right cure: (i) Contractor is found to have made a false representation or certification in its Response, or (ii) Contractor has been placed on the list maintained under Section 287.135, Florida Statutes, of companies with activities in Sudan or in Iran Petroleum Energy Sector.

Upon an "Event of Default" on the part of Contractor, Buyer will be entitled to terminate the Contract and pursue such other remedies available at law or equity, including the recovery of any re-procurement costs and delay damages, subject to the Limitation of Liability. The rights and remedies available to Buyer under the Contract are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by a party, shall be deemed to be in exclusion of any other.

If, after termination, it is determined that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if Buyer had terminated the Contract for convenience.

3.25. **Contractor Remedies Upon Buyer Default.** Buyer shall be in default if Buyer fails to honor any material term of the Contract, and such failure is not cured within forty-five (45) calendar days after receipt of written notice thereof from Contractor. In the event of Buyer's default, Contractor will be entitled to terminate the Contract and pursue such other remedies available at law or equity as it deems appropriate. **Except as expressly provided elsewhere in the Contract, Contractor will not be entitled to recover any lost profits or consequential damages.** The rights and remedies available to Contractor under the Contract are distinct, separate and cumulative remedies, and no one of them shall be deemed to be in exclusion of any other.

3.26. **Limitation of Liability.** A party's liability to the other party under the Contract shall be limited to the actual direct damages suffered by the other party and then only to a total cumulative damage limit equal to the amount

paid by Buyer to Contractor for the twelve (12) month period preceding the Event of Default giving rise to the claim. The foregoing limitation of liability shall not apply to claims by a party for bodily injury or damages to real property or tangible personal property to the extent caused solely and directly by the negligent acts or omissions of the other party. **IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST SAVINGS, LOST REVENUES, LOSS OF USE, LOST DATA (EXCEPT AND SOLELY TO THE EXTENT THE SERVICES INCLUDE DATA STORAGE TO BE PROVIDED BY THE CONTRACTOR), OR FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT OR THE USE OR PERFORMANCE OF THE SERVICES.**

**3.27. Transition Services.** At any time prior to the date the Contract expires or terminates for any reason (the "Termination Date"), Buyer may direct Contractor to provide reasonable transition assistance services ("Transition Assistance"). Contractor shall provide such Transition Assistance until such time as Buyer notifies Contractor that Buyer no longer requires such Transition Assistance, but in no event for more than 180 days following the Termination Date.

Transition Assistance shall mean any services, functions or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a contractor are fully transitioned in a smooth and efficient manner to a new service provider (either Buyer itself or a third party contractor). Transition Assistance includes the development and implementation of a detailed transition plan. To the extent that Transition Assistance will involve third parties hired by Buyer, those third parties shall cooperate with Contractor in its provision of Transition Assistance and sign any reasonable non-disclosure agreements required by Contractor.

Transition Assistance rendered before the Termination Date shall be provided at no additional cost to Buyer. Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated by the parties prior to the rendering of such service, which rates shall not exceed the standard market rates that Contractor charges to government entities for comparable services; provided however, that if Buyer terminates the Contract because of a breach by Contractor, then (i) the Transition Assistance shall be provided at no cost to Buyer, and (ii) Buyer will be entitled to any other remedies available to it under law. Contractor may withhold Transition Assistance after the Termination Date if Buyer does not provide reasonable assurance that the charges for such Transition Assistance will be paid to Contractor in accordance with the invoicing and payment provisions of the Contract.

**3.28. Force Majeure, Notice of Delay, and No Damages for Delay.** Neither party shall be responsible for delays in performance if the delay was beyond that party's control (or the control of its employees, subcontractors or agents). Contractor shall notify Buyer in writing of any such delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date Contractor first had reason to believe that a delay could result. Based upon such notice, Buyer will give Contractor a reasonable extension of time to perform; provided, however, that Buyer may elect to terminate the Contract in whole or in part if Buyer determines, in its sole judgment, that such a delay will significantly impair the value of the Contract to Buyer. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. **THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** No claim for damages, other than for an extension of time, shall be asserted against Buyer. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from Buyer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

**3.29. No Waiver.** The delay or failure by a party to exercise or enforce any of its rights under the Contract shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. Unless otherwise agreed in writing, Buyer's payment for the Services shall not release Contractor of its obligations under the Contract and shall not be deemed a waiver of Buyer's right to insist upon strict performance hereof.

**3.30. Qualification of Contractor Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors and agents performing work under the Contract shall be properly trained and qualified and have the appropriate license, certification, and/or accreditation in all applicable jurisdictions to perform the required Services during the term of the Contract. Contractor will require its subcontractors to satisfy all applicable credentialing requirements, which Buyer will make available to Contractor in advance or if applicable, through Buyer's vendor credentialing organization. Upon request by Buyer, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors and agents performing work under the Contract must comply with all reasonable administrative requirements of Buyer and with all controlling laws and regulations relevant to the services they are providing under the Contract. Buyer may conduct, and Contractor shall cooperate in, a security background check or other qualification assessment, of any employee, subcontractor or agent furnished by Contractor. Buyer may refuse access to, or require replacement of, any personnel who does not meet Buyer's qualification requirements.

Contractor shall take all actions necessary to ensure that Contractor's employees, subcontractors and agents are not considered employees of Buyer. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors and agents receive payment and any legally mandated insurance (e.g., workers' compensation and unemployment compensation) from an employer other than Buyer.

As a condition to providing services to Buyer, Contractor (and any subcontractor) will enroll and participate in the federal E-Verify Program within thirty days of the effective date of the Contract. Proof of enrollment and participation will be made available to Buyer upon request.

**3.31. Security Procedures.** Contractor and its employees, subcontractors and agents shall comply fully with all generally applicable security procedures of the United States, the State of Florida and Buyer in performance of the Contract. Buyer agrees that any security procedures imposed by Buyer specifically for the Contract will be reasonable and will not impose any unreasonable costs or hardships.

**3.32. Restrictions on the Use or Disclosure of Buyer's Information.** Contractor shall not use, copy or disclose to third parties, except in connection with performing the Services, any information obtained by Contractor or its agents, subcontractors or employees in the course of performing the Services, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of Buyer. At Buyer's request, all information furnished by Buyer will be returned, if feasible by using commercially reasonable standards, to Buyer upon expiration or termination of the Services, whichever comes first. Contractor shall not be required to keep confidential any information that (i) has already been made publicly available through no fault of Contractor; (ii) Contractor developed independently without relying on Buyer's information; (iii) was already in Contractor's possession at the time of Contractor's receipt from Buyer; or (iv) is otherwise required by law to be disclosed. To ensure confidentiality, Contractor shall take appropriate steps as to its employees, agents, and subcontractors, including the insertion of substantially similar restrictions in any subcontract agreement. The obligations in this paragraph shall survive the Contract.

**3.33. Protection of Contractor's Trade Secrets and Other Confidential Information.** All documents received by Buyer in connection with the Contract are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). Any specific information that Contractor claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by Contractor on all copies furnished to Buyer. Buyer agrees to notify Contractor of any third-party request to view such information, but it is Contractor's obligation to obtain a court order enjoining disclosure. If Contractor fails to obtain a court order enjoining disclosure within

five (5) business days of Contractor's receiving notice of the request, Buyer may release the requested information. Such release shall be deemed for purposes of the Contract to be made with Contractor's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copy right or other intellectual property.

**3.34. Assignment.** Each party binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of the Contract. Contractor shall not sell, assign or transfer any of its rights (including rights to payment), duties or obligations under the Contract without the prior written consent of Buyer, which shall not be unreasonably withheld or delayed. Buyer, however, consents to Contractor assigning, without Buyer's prior written consent, (i) certain services including without limitation the services pertaining to Technologists, Radiologists and PACs storage, and (ii) any of its obligations under the Contract to any of Contractor's subsidiaries or affiliated companies. In the event of any assignment, Contractor shall remain liable for performance of the Contract unless Buyer expressly waives such liability. Buyer may assign the Contract with prior written notice to Contractor of its intent to do so. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of Buyer.

**3.35. Notice and Approval of Changes in Ownership - Intentionally Deleted.**

**3.36. Assignment of Antitrust Claims Intentionally Deleted.**

**3.37. Equal Employment Opportunity.** The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations and the Disabled Veterans and Veterans of the Vietnam era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations, are incorporated herein by reference if and to the extent applicable. If Contractor is exempt from any of the above cited terms, written evidence of such exempt status must be provided to Buyer.

**3.38. Other Non-Discrimination Provisions.** As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; provided however, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

**3.39. Prompt Payment to Subcontractors and Suppliers.** The following is required by Chapter 126, Part 6, Jacksonville Ordinance Code; provided however, if Contractor does not use JSEB subcontractors, as identified below, this Section 3.38 shall not apply:

- (a) *Generally.* When Contractor receives payment from Buyer for labor, services or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after Contractor's receipt of payment from Buyer. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, Contractor may dispute the disputed portion of any such payment only after Contractor has provided notice to the Buyer and to the subcontractor or supplier

whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to Buyer and said subcontractor or supplier within ten (10) calendar days after Contractor's receipt of payment from Buyer. Contractor shall pay all undisputed amounts due within the time limits imposed by this Section.

(b) *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation.* Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code, Contractor shall pay all contracts awarded with certified Jacksonville Small and Emerging Business Enterprises ("JSEB"), as defined therein, their pro rata share of their earned portion of the progress payments made by Buyer under the Contract within seven (7) business days after Contractor's receipt of payment from Buyer (less proper retainage). The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to Buyer, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB's from all prior payments Contractor has received from Buyer. Contractor shall not unreasonably withhold payments to certified JSEB's if such payments have been made to Contractor. If Contractor withholds payment to its certified JSEB's, which payment has been made by Buyer to Contractor, Contractor shall return said payment to Buyer. Contractor shall provide notice to Buyer and to the certified JSEB's whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to Buyer and said JSEB's within five (5) calendar days after Contractor's receipt of payment from Buyer. Contractor shall pay all undisputed amounts due within the time limits imposed in this Section. The failure to pay undisputed amounts to the JSEB's within seven (7) business days shall be a breach of the Contract, compensable by one percent (1%) of the outstanding invoice being withheld by Buyer, not as a penalty, but as liquidated damages to compensate for the additional contract administration by Buyer.

(c) *Third Party Liability.* The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between Buyer and any subcontractor, supplier, JSEB or any third party or create any Buyer liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of Contractor's contractual obligations to Buyer. As a result of said breach, Buyer, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily late payment charge or the charges specified in said Chapter 126 of the Jacksonville Ordinance Code for JSEB's and in Chapter 218, Florida Statutes, for non-JSEB's, whichever is greater.

**3.40. Conflicts of Interest.** Contractor acknowledges that Section 126.112 of the Jacksonville Ordinance Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or contractor.

**3.41. Contingent Fees Prohibited.** In conformity with Section 126.306, Jacksonville Ordinance Code: Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona-fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract. For the breach or violation of these provisions, Buyer shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**3.42. Truth in Negotiation Certificate - Intentionally Deleted.**

**3.43. Compliance with Applicable Laws.** Contractor (and any subcontractors) must comply with all applicable federal, state and local laws, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to:

- Chapter 119, Florida Statutes (the Florida Public Records Law);
- Section 286.011, Florida Statutes (the Florida Sunshine Law);
- Chapter 602, Jacksonville Ordinance Code (the Jacksonville Ethics Code);
- Chapter 126, Jacksonville Ordinance Code (the Jacksonville Purchasing Code); and
- All licensing and certification requirements applicable to performing the Services.

**3.44. Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. These purchases are independent of the agreement between Buyer and Contractor, and Buyer shall not be a party to such transactions.

**3.45. Warranty of Ability to Perform.** Contractor warrants that (i) it is ready, willing and able to perform its obligations under the Contract, and (ii) to the best of Contractor's knowledge, there are no pending or threatened actions, proceedings, investigations or any other legal or financial conditions that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its Contract obligations. Contractor shall immediately notify Buyer in writing if its ability to perform is compromised in any manner during the term of the Contract.

**3.46. Warranty of Authority to Sign Contract.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

**3.47. Governing State Law/Severability/Venue/Waiver of Jury Trial.** The rights, obligations and remedies of the parties as specified under the Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of the Contract be determined by the courts to be illegal, unenforceable or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. Venue for litigation of the Contract shall be exclusively in a state or federal courts of competent jurisdiction located in Jacksonville, Duval County, Florida. The parties waive any and all rights to a jury trial with respect to disputes arising under the Contract.

**3.48. Construction.** Both parties acknowledge that they have had the opportunity to provide meaningful input into the terms and conditions contained in the Contract. Therefore any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared the Contract. Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

**3.49. Office of Inspector General.** The City of Jacksonville has established an Office of Inspector General, Section 602.301, Part 3, Chapter 602, *Ordinance Code*, as may be amended. The Inspector General's authority includes but is not limited to the power to: review past, present, and proposed City contracts, transactions, accounts, and records; require the production of records; and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, *Ordinance Code*.

**3.50. Ethics Provisions for Vendors/Suppliers.** The bidder, by affixing its signature to the proposal form, and/or the acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville

Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

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*(End of Section 3 -)*





# City of Jacksonville, Florida

*Lenny Curry, Mayor*

Department of Public Works  
Engineering & Construction Management Division  
214 N. Hogan Street, 10<sup>th</sup> Floor  
Jacksonville, FL 32202  
(904) 255-8762  
www.coj.net

ONE CITY. ONE JACKSONVILLE.

**TO:** Greg Pease, Chairperson  
Professional Services Evaluation Committee

**THRU** John P. Pappas, P. E.  
Director of Public Works

**FROM:** Bill Joyce, P. E., Operations Director  
Department of Public Works

Ray Albury, Assistant Director for Facilities  
Jacksonville Public Library

Tim Rogers, Library Director  
Jacksonville Public Library

**DATE:** November 30, 2020

**RE: REQUEST FOR PROPOSALS – RFP NO. P-31-20  
PROFESSIONAL ARCHITECTURAL SERVICES FOR THE OCEANWAY/NEW BERLIN  
LIBRARY**

12/05/20 08:11:29  
Procurement Division

Please take appropriate action to issue the attached Request for Proposals (RFP) for subject professional services.

The following information is furnished as required by the Ordinance Code and Procurement Department Regulations:

1. The general purpose of these services is stated in the accompanying RFP.
2. The objective of this request is to make available professional services as stated in the RFP.
3. The services shall be performed in accordance with negotiated time schedules.
4. The cost for the study phase of these services is estimated at approximately \$1,000,000.
5. These services will not duplicate prior or existing work.
6. There are no current or prior services directly related to this request.
7. Coordination has been completed between the pertinent Divisions of the Department of Public Works for proper utilization of these services.

8. The Department of Public Works does not have the in-house capabilities to provide these services.
9. A subcommittee composed of Bill Joyce, P. E., Operations Director, Department of Public Works, 255-8762; Ray Albury, Assistant Director for Facilities, Jacksonville Public Library, 255-6186; and Tim Rogers, Library Director, Jacksonville Public Library, (904) 255-6080, is assigned to review submittals for this RFP.
10. Internal Services administrative costs should be charged to Account No. PWEN011AD.
11. Funding will be identified at the time the contract is drafted for these services.
12. All firms who have expressed an interest in furnishing Professional Architectural and Engineering Services as detailed in the RFP should be mailed a notice of this RFP.
13. The subcommittee members assigned to this RFP have read and understand the Procurement Manual dated March 2017.
14. Four (4) weeks is believed to be sufficient time for interested parties to respond to this RFP.

We certify the contents of this memorandum are correct and true to the best of our knowledge.

WJJ:dh

Attachment: Request for Proposals  
Risk Management and EBO Approvals (sent by e-mail)

cc: David D. Hahn, P. E., Engineer Manager, Engineering Design Section  
Lori West, Contract Specialist, Engineering Division





## OFFICE OF DIRECTOR

### MEMORANDUM

December 8, 2020

**TO:** Gregory Pease, Chairman  
Professional Services Evaluation Committee

**FROM:** Keith Powers, Director/Fire Chief  
Jacksonville Fire and Rescue Department

**Subject:** Certification Letter for P-49-20 Disaster Recovery Consulting Services

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Please take appropriate action to issue a Request for Proposal (RFP) for the referenced professional services.

The following information is furnished in accordance with chapter 126.302 of the City Ordinance Code.

1. The general purpose of the service or study:

**The City of Jacksonville seeks professional disaster consulting services to assist with participation and qualification under the Federal Emergency Management Agency (FEMA) Public Assistance Program for COVID-19 and other Public Health Emergencies.**

2. The Objective of the study or services:

**The Consultant will provide assistance and support for grant management, compliance, and administrative services in connection with its applications for reimbursement from State of Florida and Federal agencies, including FEMA, HUD, for significant losses and costs incurred because of a Federally Declared Disaster or other Public Health Emergency.**

**In addition, the consultant will aid with compliance and audit requirements related to CARES Act funds. The type of professional services requested is very specific, which requires in-depth knowledge and expertise in the operations and procedures employed by the State of Florida, FEMA, HUD, and other Federal Agencies in their past and current applications of reimbursement and procedural processes. All work must be properly completed and accurately documented. All work must comply with FEMA's current Management Cost processes and comply with all policies and guidance documents issued by the State of Florida, FEMA, HUD, other Federal Agencies, and the Federal Register for each Federal Declaration.**

3. The estimated period of time needed for the service or study:



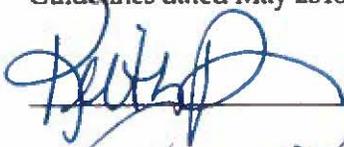
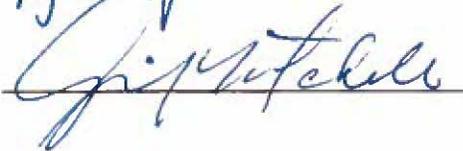
The initial term of the agreement will commence upon execution of the Contract and will continue for one year. The City will have the option to renew such agreement for up to three additional years.

4. The estimated cost of the service or study:  
\$500,000.
5. Whether the proposed study or service would or would not duplicate a prior or existing study or service:  
Professional services related to Public Health emergencies are not duplicated by a prior or existing study or service
6. List of current contracts or prior services or studies which are related to the proposed study or service.  
No previous professional services have been provided to the City regarding Public Health Emergencies such as COVID-19
7. A statement as to why the service/study cannot be done by department or agency staff:  
Resources required with extensive knowledge of the disaster claim process and other Public Health Emergencies are not found within the City.
8. The names and telephone numbers of two representatives from the using agency designated to serve on the evaluation committee as subcommittee members  
Keith Powers                    255-3300  
April Mitchell                    255-3303

9. A project funding account number:

Fund	Center	Account	Project	Activity
10602	122001	531090	000000	00001621

10. The names and addresses of specific consultants the using agency wishes to be included in the solicitation process  
Tidal Basin, 126 Business Park Drive, Utica, New York 13502  
Ernst & Young LLP, 5 Times Square, 14<sup>th</sup> Floor, New York, NY 10036-6530  
Florida Disaster Consulting, PO Box 7895 Lakeland, FL 33813  
Wheeler EMC, LLC, 2954 Hwy 71, Marianna, FL 32446  
CDR Maguire Emergency Management, 9130 S. Dadeland Blvd Suite 1509, Miami, FL 38156
11. A signed statement to the effect the individuals responsible for developing the scope and Certification letter and the two individuals named herein to serve as subcommittee Members have read and understand the Procurement Manual and Procurement Committee Guidelines dated May 2018.

Director / Fire Chief  
TITLE

JFRD Administration and Finance Manager  
TITLE







ONE CITY. ONE JACKSONVILLE.

# City of Jacksonville, Florida

*Lenny Curry, Mayor*

Division of Insurance and Risk Management  
117 West Duval Street  
Suite 335  
Jacksonville, FL 32202  
(904) 630-7521  
www.coj.net

## MEMORANDUM

TO: Greg Pease, Chairperson, Professional Services Evaluation Committee

COPY: Alex Baker, PSEC Specialist

FROM: Wanda Verdejo, Property & Casualty Compliance Administrator *Wanda Verdejo*

DATE: December 7, 2020

RE: Brown & Brown of Florida, Inc. – Casualty Insurance Broker Services  
**P-43-18 Request for Amendment 7 for**  
> **Excess Liability Extension to 1/1/21 - \$48,108.00**  
> **Adding locations to the voting policy \$218.00**

The current contract with Brown and Brown (No. 9269-08) for Casualty- Excess Liability Extension Insurance & adding locations to the voting policy Broker Services allows for Brown & Brown to place casualty insurance coverages for a term of October 1, 2020 to September 30, 2021, with two (2) additional one year renewal options remaining.

The current contract will be amended to place a variety of new casualty insurance policies for the City. See attachment A. The premium adjustment from the current maximum indebtedness of **\$6,057,667.00** by an additional **\$48,326.00** for a new total maximum indebtedness of **\$6,105,993.00**

It is respectfully requested that City Contract No. 9269-08, with Brown & Brown be amended for the placement, binding, and ratification of the purchase of the various casualty insurance coverages for the City of Jacksonville effective October 1, 2020 to September 30, 2021. Attachment A

All other contract terms and conditions shall remain the same (nothing contained herein shall be amended, modified, or otherwise revised without prior PSEC and Mayor's approval).

Exhibits for your review:

Attachment A - Invoice on Casualty- Extension on Excess Liability  
B- Invoice for addition to the Voting policy

Thank you for your consideration.

**Brown & Brown of Florida, Inc.**

10151 Deerwood Park Blvd  
 Bldg 100, Ste 100  
 Jacksonville, FL 32256

**INVOICE**

Customer	City of Jacksonville, Florida
Acct #	223982
Date	11/30/2020
Customer Service	(904)565-1952
Page	1 of 1

City of Jacksonville, Florida  
 117 West Duval St Ste 335  
 Jacksonville, FL 32202

Payment Information	
Invoice Summary	\$ 48,108.00
Payment Amount	
Payment for:	Invoice#4495462
PK1021319	

Thank You

Please detach and return with payment



Customer: City of Jacksonville, Florida

Invoice	Effective	Transaction	Description	Amount
4495462	10/01/2020	Policy change	Policy #PK1021319 10/01/2019-01/01/2021 Lloyd's of London Excess Liability - XS Liab Extension to 1.1.21	48,108.00
				<b>Total</b>
				\$ 48,108.00

Thank You

Please Remit Payment Upon Receipt

Brown & Brown of Florida, Inc.  
 10151 Deerwood Park Blvd Bldg 100, Ste 100  
 Jacksonville, FL 32256

(904)565-1952

Date

11/30/2020

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NAMED ASSURED:** The City of Jacksonville, Florida

**Policy Number:** PK1021319

**Effective Date:** October 1, 2019

**Authority Ref. No:** B0356JA281N19

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Endorsement No. 20

**POLICY PERIOD EXTENSION**

It is hereby understood and agreed that item 3. of the Declarations Page is amended to read as follows:

3.     **Effective Date:**            October 1, 2019  
       **Expiration Date:**        January 1, 2021  
                                      Both days at 12:01 a.m. local standard time

Regarding the above endorsement, a pro-rata additional premium of \$48,108 is due.

**Brown & Brown of Florida, Inc.**

10151 Deerwood Park Blvd  
Bldg 100, Ste 100  
Jacksonville, FL 32256

**INVOICE**

<b>Customer</b>	City of Jacksonville, Florida
<b>Acct #</b>	223982
<b>Date</b>	11/02/2020
<b>Customer Service</b>	(904)565-1952
<b>Page</b>	1 of 1

City of Jacksonville, Florida  
117 West Duval St Ste 335  
Jacksonville, FL 32202

Payment Information	
<b>Invoice Summary</b>	\$ 218.00
<b>Payment Amount</b>	
<b>Payment for:</b>	Invoice#4304805
NN1180792	

Thank You

Please detach and return with payment



Customer: City of Jacksonville, Florida

Invoice	Effective	Transaction	Description	Amount
4304805	10/22/2020	Policy change	Policy #NN1180792 10/01/2020-10/01/2021 Nautilus Insurance Company General Liability - A/ 4 Early Voting Locations	218.00

**Total**

\$ 218.00

Thank You

Please Remit Payment Upon Receipt

Brown & Brown of Florida, Inc.  
10151 Deerwood Park Blvd Bldg 100, Ste 100  
Jacksonville, FL 32256

(904)565-1952

**Date**

11/02/2020

NAUTILUS INSURANCE COMPANY

FL

POLICY NUMBER: NN1180792

ENDORSEMENT # 1

Named Insured: City of Jacksonville Florida

Agency # 100700

HULL & COMPANY, LLC

11405 N. Community House Rd. Suite 100  
Charlotte, NC 28277

Endorsement Effective Date: 10/22/2020

**GENERAL CHANGE ENDORSEMENT - FLORIDA**

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

**SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.**

In consideration of the premium charged, it is hereby understood and agreed that the following Class Code is AMENDED:

Class Code: 63220

Classification: Exhibitions - In buildings - No admission charged - Not-for-profit only

Premium Basis: t) 203 vs t) 199

Rate: 57.789

Locations Added:

Gateway Town Center - 910 W 44th Street, Jacksonville, FL 32208

Murray Hill UMC - 4101 College Street, Jacksonville, FL 32225

Prime Osborn Convention Center - 1000 Water Street, Jacksonville, FL 32204

SOE - 105 E Monroe Street, Jacksonville, FL 32202

Tax & Fee Schedule

\$

PREMIUM:	<input type="checkbox"/> None	<input checked="" type="checkbox"/> AP	<input type="checkbox"/> RP	\$	218.00
	Total Taxes & Fees				\$ 0.00
TOTAL PREMIUM DUE					\$ 218.00

All other terms and conditions remain unchanged.

PRODUCING AGENT:



Authorized Representative

10/30/2020

Date Issued:

S901FL (07/13)

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ONE CITY. ONE JACKSONVILLE.

# City of Jacksonville, Florida

*Lenny Curry, Mayor*

Division of Insurance and Risk Management  
117 West Duval Street  
Suite 335  
Jacksonville, FL 32202  
(904) 630-7521  
www.coj.net

## MEMORANDUM

TO: Greg Pease, Chairperson, and Professional Services Evaluation Committee

COPY: Alex Baker, PSEC Specialist

FROM: Wanda Verdejo, Property & Casualty Compliance Administrator *Wanda Verdejo 11/21/20*

DATE: November 21, 2020

RE: Brown & Brown of Florida, Inc. – Arthur J. Gallagher Insurance Broker Services  
P-47-15 Request for Amendment 6 Aviation policy for Drone

---

The current contract with Arthur J. Gallagher (AJG) (No. 8518-04) for Aviation-Drone Insurance Broker Services allows for Arthur J. Gallagher to place Aviation insurance coverages for a term of November 18, 2020 to September 30, 2021.

The current contract will be amended to place a variety of new casualty insurance policies for the City. See attachment A. The premium adjustment from the current maximum indebtedness of \$563,174 by an additional \$1,085.00 for a new total maximum indebtedness of \$564,259.00

It is respectfully requested that City Contract No. 8518-04, with Arthur J. Gallagher be amended for the placement, binding, and ratification of the purchase of the Aviation-Drone insurance coverages for the City of Jacksonville effective November 18, 2020 to September 30, 2021.

All other contract terms and conditions shall remain the same (nothing contained herein shall be amended, modified, or otherwise revised without prior PSEC and Mayor's approval).

Exhibits for your review:

Attachment A – Aviation invoice for Drone

Thank you for your consideration.

Arthur J. Gallagher Risk Management Services, Inc.  
 2255 Glades Road, Suite #200E  
 Boca Raton, FL 33431

SHASC1

Phone: (561)995-6706 Fax: (561)995-6708

<b>Invoice #</b>	<b>3660123</b>	1 of 1
<b>ACCOUNT NUMBER</b>	<b>DATE</b>	
JACKSON-03	11/20/2020	
<b>BALANCE DUE ON</b>	<b>AMOUNT DUE</b>	
11/20/2020	\$1,085.00	

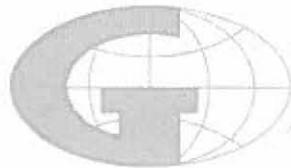
City of Jacksonville  
 117 West Duval Street  
 Suite #335  
 Jacksonville, FL 32202-3381



Insurance | Risk Management | Consulting

Aviation PolicyNumber: 100000507 Company: QBE Insurance Corporation Effective: 10/1/2020 to 10/1/2021

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
22266195	11/18/2020	11/20/2020	ENDT	Add Drone to AV policy liability only	\$1,085.00
<b>Total Invoice Balance:</b>					<b>\$1,085.00</b>



Please return this portion with your payment. Include your invoice number on your remittance to expedite processing.

SHASC1

City of Jacksonville  
 117 West Duval Street  
 Suite #335  
 Jacksonville, FL 32202-3381

<b>Invoice #</b>	<b>3660123</b>
<b>ACCOUNTNUMBER</b>	<b>DATE</b>
JACKSON-03	11/20/2020
<b>BALANCE DUE ON</b>	<b>AMOUNT DUE</b>
11/20/2020	\$1,085.00
<b>AMOUNT PAID</b>	

Please send your remittance to:

Arthur J. Gallagher Risk Management Services, Inc.  
 PO Box 532143  
 Atlanta, GA 30353



Insurance | Risk Management | Consulting

\*\*\* SAVE TIME AND MONEY! PAY THIS INVOICE ONLINE AT WWW.AJG.COM/EZPAY. \*\*\*



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## UNMANNED AERIAL VEHICLE ENDORSEMENT

In consideration of an additional premium of \$ 1,085.00, this policy is amended by the addition of the aircraft described below:

The insurance afforded is only with respect to such and so many of the following coverages as are indicated by specified premium charge or charges. The limit of the Company's liability against such coverage shall be as stated herein, subject to all of the terms of this policy having reference thereto. If more than one aircraft is insured hereunder, the terms of this policy shall apply separately to each.

Item 3. Liability Coverages	LIMITS OF LIABILITY		LIABILITY PREMIUMS						
	EACH PERSON	EACH OCCURRENCE							
A. Bodily Injury - excluding Passengers	\$	\$	\$0						
B. Property Damage	XXXX		\$0						
C. Passenger Liability			\$0						
D. Single Limit - excluding Passengers with Passenger Liability limited internally to:	XXXX	\$ 1,000,000	\$ 1,085.00						
	XXXX	XXXX							
E. Medical Expense -- Excluding Crew									
		LIAB. TOTAL	\$						
ITEM 4. Description of Aircraft and Physical Damage Coverage hereunder:							DEDUCTIBLES		
SERIAL NO.	MAKE AND MODEL	YEAR BUILT	SEATS		INSURED VALUE	PHYSICAL DAMAGE COV.	PHYSICAL DAMAGE PREMIUMS	NOT IN MOTION	IN MOTION, INGESTION, OR MOORING
TBA1	DJI, Mavic 2 Pro	2020	0	0	Not Covered	N/A	N/A	N/A	N/A
PHYSICAL DAMAGE Coverage Identified				G. Open Peril Basis Not In Flight.					
F. Open Peril Basis Ground & Flight.				H. Open Peril Basis not In Motion		PHYSICAL DAMAGE TOTAL \$ N/A		POLICY PREMIUM \$ 1,085.00	

### EXCLUSIONS

In addition to the exclusions in the policy the coverage extended by this endorsement does not apply to:

- (a) To any liability for any violation to privacy, violation of applicable privacy laws, or any release of information obtained in the operations of the insured whether or not such release is a violation of law.

### DEFINITIONS

The Policy Definitions are amended to include the following:

**Premises** means such locations used by the Named Insured directly in connection with the actual or attempted operations of any Unmanned Aerial Vehicle including Premises owned, operated or maintained by the Named Insured.

**Unmanned Aerial Vehicle** means an aircraft including the radio, navigation, and operation equipment usually attached; control stations, support equipment, flight termination systems and launch/recovery equipment and any temporarily detached parts even if they have been replaced by similar parts and any repair equipment or tools that are standard by the manufacturer for your **Unmanned Aerial Vehicle** and that are in your care, custody and control.

**ANNUAL PREMIUMS**

<u>Coverage</u>	<u>Premium</u>
D.	\$1,250
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date shown below,

Endorsement Effective: 11/18/2020                      Policy No: 100000507                      Endorsement No: 000  
Insured: CITY OF JACKSONVILLE (as endorsed)  
Insurance Company: QBE INSURANCE CORPORATION





ONE CITY. ONE JACKSONVILLE.

# City of Jacksonville, Florida

*Lenny Curry, Mayor*

Division of Insurance and Risk Management  
117 West Duval Street  
Suite 335  
Jacksonville, FL 32202  
(904) 630-7521  
www.coj.net

## MEMORANDUM

TO: Greg Pease, Chairperson, Professional Services Evaluation Committee

COPY: Alex Baker, PSEC Specialist

FROM: Wanda Verdejo Magras, Property & Casualty Compliance Administrator *Wanda Verdejo Magras*

DATE: November 10, 2020

RE: Piggyback of DCSB Master Casualty Consultant – Siver Insurance Consulting  
P-58-15 Request for Amendment Five

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The current contract with E.W. Siver & Associates d/b/a Siver Insurance Consultants Management (“Siver”) (No. 9429-02) for insurance consulting services allows for Siver to consult for the City for a term of October 1, 2020 to September 30, 2021, as a one year extension.

The current contract will be amended to continue those insurance consulting services for City. The premium adjustment from the current maximum indebtedness of \$270,000.00 by an additional \$65,000.00 for a new total maximum indebtedness of \$335,000.00

It is respectfully requested that City Contract No. 9429-02, with Siver be amended for the ratification and continuation of the consulting services for the City of Jacksonville effective October 1, 2020 to September 30, 2021 as set forth in Exhibit E.

All other contract terms and conditions shall remain the same (nothing contained herein shall be amended, modified, or otherwise revised without prior PSEC and Mayor's approval).

Exhibit for your review:

Exhibit E – 2020 Siver continuation interest letter , extension proposal & DCPS agreement

Thank you for your consideration.

*Insurance  
Consultants*  
**SIVER**

801 94<sup>th</sup> Avenue N., Ste. 202  
St. Petersburg, Florida 33702-2479  
Post Office Box 21343  
St. Petersburg, Florida 33742-1343  
Telephone: (727) 577-2780  

---

Email: gerickson@siver.com

November 9, 2020

**SENT BY EMAIL**

Wanda Verdejo-Magras  
Property and Casualty Compliance Administrator  
for Risk Management Division  
City of Jacksonville  
117 W. Duval Street, Suite 335  
Jacksonville, FL 32202

**Subject:       Master Casualty Consultant  
                  One Year Contract Extension Proposal**

Dear Ms. Verdejo-Magras:

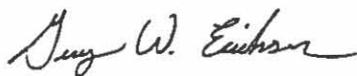
The purpose of this letter is to formally advise you that Siver Insurance Consultants ("Siver") is ready, willing and able to enter into a one-year extension of our Agreement with the City of Jacksonville ("the City"), pursuant to the terms and conditions of Amendment Two to the Agreement between the City and Siver, Utilizing DCSB Contract Under RFP #07-15/TW, for Purchase of Risk Management Consultant/Employee Benefits and Auditing Services.

As we understand it, the one-year extension would be effective from October 1, 2020 through September 30, 2021. Siver is willing to agree to continue our current, in-force billing rates with the City for the period of the one-year extension.

We look forward to working for the City in the upcoming year.

Very truly yours,

SIVER INSURANCE CONSULTANTS



George W. Erickson, JD, CPCU, LLM  
Executive Vice-President

**Duval County Public Schools**  
Purchasing Services  
1701 Prudential Drive Room 322  
Jacksonville, FL 32219

[www.duvalschools.org](http://www.duvalschools.org)

PH: (904) 858-4848

FAX: (904)858-4868



August 26, 2020

Katy Gordon, ARM, AAI  
Vice President  
Siver Insurance Consultants  
P.O. Box 21343  
St. Petersburg, FL 33742

RE: RFP No. 07-15/TW Risk Management Consultant/Employee Benefits Auditing Services

Ms. Kathy,

On Tuesday, August 25, 2020 the Superintendent's designee of Duval County Public Schools, renewed RFP No.07-15/TW Risk Management Consultant/Employee Benefits Auditing Services, for the period January 1, 2021 through December 31, 2021. This is your official notification of renewal.

Please forward an updated Certificate of insurance in accordance with SC#16.

If you have any questions regarding this renewal please contact Louis Mitchum at (904) 858-4859 or via email [mitchuml@duvalschools.org](mailto:mitchuml@duvalschools.org)

Thank you for your interest in Duval County Public Schools

Yours truly,

Terrence T. Wright, Director  
Purchasing Services

Cc Anita Locke  
Master bid file

**AGREEMENT BETWEEN THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA,  
AND E. W. SIVER & ASSOCIATES, INC.**

This Agreement is made and entered into effective August 1, 2015 (the "Effective Date"), and is by and between The School Board of Duval County, Florida, operating a district school system in the State of Florida (the "District"), and E. W. Siver & Associates, Inc., a Florida corporation, d/b/a Siver Insurance Consultants ("Contractor").

**WITNESSETH:**

**Whereas**, the District issued a Request For Proposals No. 07-15/TW, dated April 23, 2015, for Risk Management Consultant/Employee Benefits Auditing Services (the "Services"), together with Addendum No. 1 dated May 8, 2015 (collectively the "RFP"), which RFP is attached and incorporated herein by this reference as Exhibit A;

**Whereas**, after free and open competition, Contractor submitted the sole proposal received by the District (the "Proposal") attached hereto and incorporated herein by this reference as Exhibit B;

**Whereas**, as set forth in Rule 6A-1.012(12)(c), F.A.C., the District has determined it is in the District's best interest to negotiate with Contractor on the best terms and conditions in lieu of the District's re-soliciting proposals, and the District therefore selected Contractor to perform the Services;

**Whereas**, the Contractor is interested in and capable of performing the desired Services for the District, and the District desires to have the Contractor perform the Services; and

**Whereas**, the District is seeking the Services commencing on August 1, 2015.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

**ARTICLE I  
SCOPE OF SERVICES**

The parties agree that the purpose of this Agreement is that the Contractor shall provide the District the Services set forth in the RFP and all Agreement documents, including but not limited to all necessary services that will encompass a variety of issues related to a full spectrum of Risk Management Consultant/Employee Benefits Auditing services program issued to include but not limited to: assisting in development of and evaluating requests for proposals; negotiating contract renewals; reviewing claims (loss) runs; providing assistance in the review of provider administrative costs, performance and evaluation of proposals and employee benefit audits. If any services, functions or responsibilities not specifically described in the RFP are necessary for the proper performance and provision of the Services, they shall be deemed to be implied and included within the scope of the Services to the same extent and in the same manner as if specifically described herein.

**ARTICLE II  
COMMENCEMENT AND RENEWAL**

The Agreement commences effective August 1, 2015, and the term expires December 31, 2020 as set forth in section 2.1, Contract Term, of the RFP. Five (5) potential renewals of one (1) year each are set forth according to the provisions of section 2.1 of the RFP.

**ARTICLE III  
COMPENSATION**

Contractor shall be paid for the Services at the rates as described in Attachment B, *Cost Proposal Form*, as submitted by the Contractor in its Proposal attached hereto as Exhibit B. As set forth in the RFP, in no event shall the District be responsible to the Contractor for compensation in excess of the maximum obligated amounts stated in this Agreement; it being understood that the District shall not be liable for payment in excess of \$75,000 in any fiscal year pursuant to the requirements of the RFP and District Policy 7.41. In addition, Contractor shall not be obligated to perform the Services described in Article I once the combined fees and expenses generated for services performed in any fiscal year exceed \$75,000. Each payment obligation of the District created by this Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, this Agreement may be terminated by the District at the end of the period for which funds are available. The District shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. As set forth in the RFP, the District shall issue payment in accordance with Sections 218.70. et sq., Florida Statutes, Local Government Prompt Payment Act, after receipt of an acceptable invoice, inspection and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Any penalty for delay in payment shall be in accordance with applicable law.

**ARTICLE IV  
TERMINATION**

This Agreement may be terminated as set forth in section 11.0 of the RFP.

**ARTICLE V  
NOTICES**

The addresses for formal notices to the District are set forth in section 13.7.15 of the RFP. The address for formal notices to the Contractor is:

Siver Insurance Consultants  
805 Executive Center Drive West, Suite 110  
St. Petersburg, Florida 33702

As set forth in section 13.7/15 of the RFP, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the District and the Contractor, which representatives shall be designated by the parties, in writing, promptly upon commencement of the Services. The Contractor shall deliver to the District representative its representative. The District's representative shall be:

Supervisor, Risk Management  
1701 Prudential Drive  
Jacksonville, Florida 32207

**ARTICLE VI  
MISCELLANEOUS**

Failure by either party to insist upon strict performance of any of the provisions hereof or failure or delay by either party in exercising any rights or remedies provided herein or by law, the District's payment in whole or in part for services hereunder or any purported oral modification or rescission of this Agreement by an employee or agent of either party shall not release either party of any of its obligations hereunder, shall not be deemed a waiver of the rights of either party to insist upon strict performance

hereof or of any of either party's rights or remedies under this Agreement or by law and shall not operate as a waiver of any of the provisions hereof. A waiver by either of the Parties of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant in this Agreement.

Except as otherwise expressly provided in this Agreement, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

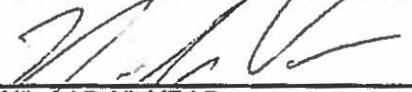
If Contractor is permitted to subcontract any of the work set forth in the Agreement, Contractor shall ensure that each subcontractor complies with all provisions of the Agreement. Contractor will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the Agreement.

This Agreement represents the entire agreement between the parties, may only be amended by a written agreement signed by both parties, and supersedes all prior or contemporaneous oral or written agreements and understandings with respect to the matters covered by this Agreement.

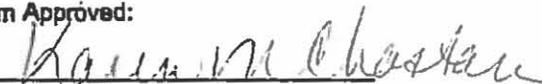
This Agreement may be executed via facsimile and in one or more counterparts, each of which will be deemed an original, but all such facsimiles and counterparts will together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

**THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA**

By:   
Nikolai P. Vitt, Ed.D.

By: [Signature not required per Board Policy 7.41]  
Cheryl Grymes, Chairman

Form Approved:  
By:   
Office of Legal Services

Witnesses:

By:   
Name: Dicky B. Bryant  
President

By:   
Name: Kathy V. Dook

**E. W. SIVER & ASSOCIATES, INC.**

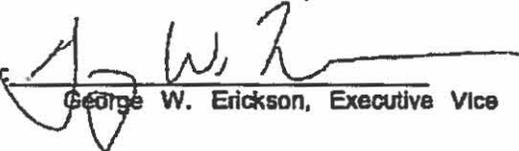
By:   
George W. Erickson, Executive Vice

EXHIBIT A  
RFP

**EXHIBIT B**  
**Contractor's Proposal**





## OFFICE OF MAYOR LENNY CURRY

ST. JAMES BUILDING  
117 W. DUVAL STREET, SUITE 400  
JACKSONVILLE, FLORIDA 32202

TEL: (904) 630-1776  
FAX: (904) 630-2391  
[www.coj.net](http://www.coj.net)

### MEMORANDUM

December 4, 2020

**TO:** Greg Pease, Chairman  
Professional Services Evaluation Committee (PSEC)

**FROM:** Jordan Elsbury, Chief of Staff *Jordan Elsbury*  
Marlene Russell, Director of Organizational Effectiveness *Marlene Russell*

**RE:** P-44-20 – State Government Relations Consultant

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The subcommittee received two (2) proposals for evaluation for the subject project. The subcommittee requested and received approval by the PSEC to proceed with evaluating the two proposals.

The subcommittee found the two (2) proposals to be responsive, interested, qualified and available to provide the services required by the RFP.

The proposals were evaluated using the criteria outlined in the Purchasing Code as augmented by the RFP (see attached matrix).

Based on the above, the following firms listed alphabetically were determined to be the most qualified of those submitting proposals. The ranking of first and second designated the order of qualification of these firms to perform the required services.

1. Ballard Partners
2. The Fiorentino Group

We recommend that the above list be forwarded to the Mayor for final selection.

Attachment: Scoring Matrix

